

Landholder Indemnity Clause

1. Indemnity for landholder legal liability

1.1 Definitions

In this clause:

- (a) **Activities** has [the same meaning as set out in the CCA];
- (b) **Claim** means any claim, demand, action, suit or proceeding of any kind;
- (c) **Infrastructure** has [the same meaning as set out in the CCA];
- (d) **Legal Liability** means liability to pay compensation for personal injury or death or damage to property; and
- (e) **Wilfully** means recklessly, foreseeing that there was a real and not remote chance of the relevant consequence ensuing.

1.2 Indemnity

The [Resource Authority Holder] indemnifies and will keep indemnified the [Landholder] from and against any:

- (a) Legal Liability;
- (b) legal costs and disbursements reasonably incurred to defend or settle a Claim in respect of a Legal Liability; and
- (c) any other loss, cost or damage suffered by you the Landholder,

but only to the extent such Legal Liability, loss, cost or damage:

- (d) is caused or contributed to by an act or omission of the [Resource Authority Holder] or any of the [Resource Authority Holder]'s employees, agents, contractors, subcontractors, licensees or invitees on the [Landholder]'s land in connection with the Activities; or
- (e) arises out of or in connection with the Activities on the [Landholder]'s land or any Infrastructure on the [Landholder]'s land in connection with such Activities.

1.3 Exceptions to indemnity

The indemnity in **clause 1.2** does not apply to the extent the Legal Liability or the loss, cost or damage suffered by the [Landholder] is:

- (a) the ordinary and natural result of the [Resource Authority Holder]'s carrying out the activities in accordance with this agreement and settled by the payment of compensation under this agreement; or
- (b) deliberately or Wilfully caused or contributed to by the [Landholder] or any of the [Landholder]'s family, employees, agents, contractors, subcontractors, licensees or other invitees.

Landholder Indemnity Clause (cont.)

1.4 Release

The [Resource Authority Holder] releases the [Landholder], their family, employees, agents, contractors, subcontractors, licensees and other invitees from any liability to pay damages, loss or costs for damage to, or impairment of, the [Resource Authority Holder]'s Infrastructure and the plant and equipment of any contractor or subcontractor of the [Resource Authority Holder].

1.5 Exceptions to Release

The release in **clause 1.4** does not apply to the extent the damage to or impairment of the Infrastructure or plant and equipment is deliberately or Wilfully caused or contributed to by the [Landholder], their family, employees, agents, contractors, subcontractors, licensees or other invitees.

1.6 Nature of indemnity

Despite anything to the contrary in this or any other agreement between the [Landholder] and the [Resource Authority Holder]:

- (a) it is not necessary for the [Landholder] to incur expenses or to make any payment before enforcing a right of indemnity conferred by this clause [1]; and
- (b) the [Resource Authority Holder]'s liability under the indemnity in this clause [1] is limited to [\$].

For more information please contact one of the below groups:

- **AgForce Queensland**
Web: <https://www.agforceqld.org.au/>
Email: agforce@agforceqld.org.au
Phone: (07) 3236 3100
- **Insurance Council of Australia (ICA)**
Web: <https://www.insurancecouncil.com.au/contact-us>
Phone: (02) 9253 5100
- **Australian Petroleum Production & Exploration Association (APPEA)**
Web: <https://www.appea.com.au/>
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Phone: (02) 6247 0960
- **GasFields Commission Queensland (GFCQ)**
Web: <https://www.gfcq.org.au/>
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- **Queensland Farmers' Federation (QFF)**
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